

# COTTONWOOD HEIGHTS

## RESOLUTION NO. 2012-28

### A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT WITH COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA FOR LANDSCAPING, MAINTENANCE, PARK MANAGEMENT AND EVENT COORDINATION SERVICES (2012-17 FISCAL YEARS)

**WHEREAS**, *Utah Code Ann. §11-13-101 et seq.* (the “*Interlocal Cooperation Act*”) provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

**WHEREAS**, Cottonwood Heights Parks and Recreation Service Area (the “*Service Area*”) and the city of Cottonwood Heights (the “*City*”) are public agencies for purposes of the Interlocal Cooperation Act; and

**WHEREAS**, the Service Area owns and operates a number of public parks and other landscaped areas within its service area (which service area includes the majority of the land within the City’s boundaries) and has the manpower and expertise to perform landscaping and related maintenance on public grounds; and

**WHEREAS**, the City owns parks strips and other landscaped areas along its public rights-of-way, parks and other public property which require landscaping and maintenance of the type performed by the Service Area; and

**WHEREAS**, the Service Area also has the manpower and expertise to perform park management and event coordination services for the City concerning City-owned parks and certain City events; and

**WHEREAS**, the City and the Service Area jointly desire to enter into an interlocal agreement (the “*Agreement*”) whereunder the Service Area will perform landscaping, maintenance, park management and event coordination services (the “*Services*”) for the City during the City’s 2012-2017 fiscal years on the terms and conditions specified in the Agreement; and

**WHEREAS**, the City’s municipal council (the “*Council*”) met in regular session on 26 June 2012 to consider, among other things, approving the City’s entry into the Agreement; and

**WHEREAS**, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

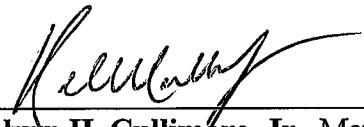
**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of the city of Cottonwood Heights that the attached Agreement with the Service Area be, and hereby is, approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2012-28, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 26<sup>th</sup> day of June 2012.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By   
Kelvyn H. Cullimore, Jr., Mayor



Linda W. Dunlavy, Recorder

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

**DEPOSITED** in the office of the City Recorder this 26<sup>th</sup> day of June 2012.

**RECORDED** this 27 day of June 2012.

580742.1

# Agreement for Landscaping, Maintenance, Park Management and Event Coordination Services

**THIS AGREEMENT FOR LANDSCAPING, MAINTENANCE, PARK MANAGEMENT AND EVENT COORDINATION SERVICES** (this "*Agreement*") is made effective 1 July 2012 by **COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA**, a political subdivision of the state of Utah ("*Service Area*"), and **COTTONWOOD HEIGHTS**, a municipal corporation of the state of Utah ("*City*").

## RECITALS:

A. Service Area owns, operates and maintains a number of public parks and other public recreation facilities within its boundaries.

B. City owns park strips and other landscaped areas along its public rights-of-way which require landscaping and related maintenance. City also owns or leases Golden Hills Park, Berry Hills Park and Mountview Park (those parks ["*Parks*"], park strips, public way landscaped areas, and other City-owned or City-leased real property are collectively referred to herein as the "*City Property*").

C. Service Area is willing to provide landscaping, maintenance, park management, event coordination and related services to City, in connection with the City Property, as provided in this Agreement.

D. The parties have a common objective to enhance the sense of community and the opportunities for recreation and a variety of activities within their common geographical boundaries, and desire to accomplish that objective in a manner that enhances the quality of life for their citizenry through collaboration and pooling of expertise and resources.

E. Consequently, pursuant to the authority granted in the Interlocal Cooperation Act (UTAH CODE ANN. § 11-13-101, *et seq.*) (the "*Interlocal Cooperation Act*"), the parties desire to enter into an "interlocal agreement" whereunder Service Area will provide certain landscaping and related maintenance services to City in connection with the City Property.

F. Service Area and City are "public agencies" for purposes of the Interlocal Cooperation Act, and, consequently, are authorized to enter into this Agreement.

G. The parties have determined that it is mutually advantageous to enter into this Agreement.

## AGREEMENT:

**NOW, THEREFORE**, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the parties hereby agree as follows:

1. **Scope of Services to be Provided.** Service Area shall furnish to City the landscaping, maintenance, park management, event coordination and other services (the

“Services”) in connection with the City Property as specified below and on the attached exhibit (the “Exhibit”). The Exhibit shall be reviewed, revised and approved by the parties annually.

(a) Maintenance. Maintain the City Property in good condition to the same standards as Service Area’s own parks, including the following:

- (i) Water, fertilize, aerate, mow and edge existing lawns;
- (ii) Clean, sweep, rake and/or otherwise maintain other areas, including removing dead leaves, branches or growth and other debris and potential hazards;
- (iii) Remove graffiti after reporting the same to City’s police department (“CHPD”);
- (iv) Maintain and repair existing sprinkler/irrigation systems, including winter shutdown and spring startup;
- (v) Regularly inspect, clean, supply and maintain specific improvements to City’s Parks, such as bathrooms and playground equipment. Service Area also shall inspect and clean the tennis courts in City’s Parks but will not provide any resurfacing or major repairs under this Agreement;
- (vi) Weeding and weed abatement;
- (vii) Regularly inspect and clean City’s hard-surfaced trails by collecting and removing trash and debris and removing limbs and branches lower than 7’;
- (viii) Advise City concerning, and oversee as requested by City, any capital projects affecting City Property that are mutually identified by the parties from time to time; and
- (ix) Maintain all bus stops within City, including regular cleaning and removal of trash from waste receptacles and supplying, watering and fertilizing seasonal plantings in bus stop areas.

(b) Operation of Parks. Unless otherwise specifically directed by City from time to time, operate City’s Parks in the same manner and at the same level of service as Service Area operates its own parks, including the following:

- (i) Daily opening and closing of the Parks according to a mutually-agreeable schedule;
- (ii) Handling reservations of pavilions, courts, playing fields (by organized leagues) and other improvements and facilities of the Parks in the same manner as Service Area uses to reserve its own parks and facilities, provided that the splash pad and playgrounds of City’s Mountview Park shall not be reserved but shall remain open for use by the general public;

(iii) Promptly advising CHPD of any violations by park users that are noted by Service Area; provided, however, that Service Area is not required to itself enforce any City ordinances or other applicable laws concerning the Parks, such as off-leash dogs, smoking or alcohol use; and

(iv) Promptly advising City of any proposed use known to Service Area of any parks (whether owned by City or Service Area) in City that may constitute a "special event" under chapter 14.56 of City's code of ordinances.

(c) Events. Cooperate with City in planning and staging public recreational events in order to pool resources, volunteers, and sponsors, thereby increasing efficiencies and expertise and enhancing the positive impact on the citizenry. Joint events may include "Movies in the Park," Thanksgiving day 5-K run, "Butlerville Days," Adult tennis classic, Easter activities, Halloween events, Emergency Fair and "Bark in the Park." In addition, Service Area itself may sponsor at its cost recreation-specific events such as swim, soccer and other athletic meets and events, while City itself may sponsor at its cost non-recreation/athletic events such as Arts Council performances and Historic Committee events. Service Area shall assure that, for events within City that are organized and conducted by Service Area, City is recognized as (i) a sponsor for any events City sponsors or co-sponsors, and (ii) a host of all other events.

(d) Planning. Assist City, as reasonably requested, in formulating or upgrading master plans, capital project assessment and conditions index assessments for City's trails and Parks.

The scope and cost of the Services shown herein and on the Exhibit is subject to review, specification and/or modification through amendment to this Agreement or the Exhibit from time to time (typically in connection with statutory budgeting processes) with the parties' mutual consent.

2. **Performance Standards**. Service Area shall provide the Services in a good, workmanlike manner. Both parties shall comply with all applicable laws, rules and regulations in performing their respective obligations under this Agreement. Subject to the foregoing, the exact nature of how the Services are to be provided shall be determined by Service Area.

3. **Conflict Resolution**. In the event of a dispute between the parties regarding the Services or this Agreement, the parties agree (without limiting any and all other legal and equitable remedies) that a representative of City will meet as soon as practical with a representative of Service Area to discuss and attempt to resolve the dispute. The parties also may mutually agree to mediate or arbitrate such dispute. If the parties do not agree, however, then the dispute shall be resolved pursuant to section 13 below.

4. **Equipment and Facilities**. Service Area shall furnish and supply all necessary administration, labor, supervision, travel, fuel, tools, equipment, supplies and other items deemed necessary by Service Area to performance of the Services. Service Area shall bill City for all costs incurred in providing the Services.

5. **Reports.**

(a) Work Reports. Not more often than quarterly, when requested by City, Service Area shall provide a work summary report to City concerning the Services in such form, and containing such information, as City may reasonably designate.

(b) Revenue Reporting. Service Area regularly shall provide revenue reports to City in such form as City reasonably may designate from time to time, containing complete information concerning pavilion, court and field reservation fees and all other revenue (collectively, "*Park Revenue*") arising from the City Property that has been received by Service Area since the effective date of the last such revenue report. Initially, such revenue report shall occur annually on or about each November 1<sup>st</sup>; provided, however, that the frequency of such reporting may be reasonably increased by City from time to time upon prior notice to Service Area.

6. **Employment Status.**

(a) Official Status. Service Area shall have complete control and discretion over its employees and other personnel (the "*Workers*") performing the Services.

(b) Salary and Wages. City shall not have any obligation or liability for the payment of any salaries, wages or other compensation to the Workers.

(c) Employment Benefits. The Workers are not City employees, and shall have no right to any City pension, civil services, or any other City benefits for the Services provided hereunder.

(d) Community Service. From time to time, the justice courts may require misdemeanants to perform "community service" work hours, without charge, for City's benefit. In performing the Services, the Service District will endeavor to utilize those persons obligated to provide community service hours, subject to available supervision, workload needs and the suitability of the "community service" worker in light of his/her offense, age, gender, availability and capability.

7. **Insurance; Indemnity.**

(a) Insurance. City shall, at its cost, maintain in full force and effect throughout the term of this Agreement liability insurance coverage on the City Property.

(b) Indemnity. City and Service Area are governmental entities under the "Governmental Immunity Act of Utah" (UTAH CODE ANN. § 63-30d-101, *et seq.*) (the "*Immunity Act*"). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts or omissions which are committed by it or by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Immunity Act nor does any party waive any limits of liability currently provided by the Immunity Act. Service Area shall defend, indemnify,

save and hold harmless City, including its elected and appointed officers, and employees, from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from the wrongful or negligent acts or omissions of Service Area's officers, employees or agents. Similarly, City shall defend, indemnify, save and hold harmless Service Area, including its elected and appointed officers and employees, from and against demands, claims, actions and/or proceedings, in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from the wrongful or negligent acts or omissions of City's agents, officers or employees.

8. **Term.** This Agreement shall be effective immediately upon its full execution and delivery, and, unless renewed or sooner terminated as provided for herein, shall terminate at midnight on 30 June 2017.

9. **Renewal and Termination.** This Agreement may be renewed, on such terms as may be mutually agreeable, upon the written approval of both City and Service Area. Otherwise, this Agreement shall terminate as provided above. Further, either party may terminate this Agreement at any time, with or without cause, by giving at least ninety (90) days' prior written notice to the other party.

10. **Payment for Services.** Service Area shall submit to City, on a monthly basis, detailed invoices showing the Services performed and the applicable charges, which shall be offset by any Park Revenue received by Service Area. City shall pay such invoiced amount to Service Area within twenty (20) days after its receipt of such invoice. Payments shall be made to Service Area as follows:

COTTONWOOD HEIGHTS PARKS AND  
RECREATION SERVICE AREA  
Attn. Director  
7500 South 2700 East  
Cottonwood Heights, UT 84121

If the date a payment is due and payable is (a) a legal holiday, (b) a Saturday, (c) a Sunday, or (d) another day on which weather or other conditions have made the offices of Service Area inaccessible, then the payment shall be due and payable on the next day which is not one of the aforementioned days. If any payment is not remitted to Service Area when due, Service Area shall be entitled to recover interest thereon at the rate of nine percent (9%) per annum.

11. **Additional Interlocal Act Issues.**

(a) **No Separate Entity.** This Agreement does not create a separate legal/interlocal entity.

(b) **Joint Board.** As required by UTAH CODE ANN. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of Service Area's director or designee and Cottonwood Heights's manager or designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by such joint board.

(c) Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

12. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

Service Area: COTTONWOOD HEIGHTS PARKS AND  
RECREATION SERVICE AREA  
Attn. Director  
7500 South 2700 East  
Cottonwood Heights, UT 84121

City: COTTONWOOD HEIGHTS  
Attn. City Manager  
1265 East Fort Union Blvd., Suite 250  
Cottonwood Heights, UT 84047

With a copy to: Wm. Shane Topham  
CALLISTER NEBEKER & MCCULLOUGH  
10 East South Temple, 9<sup>th</sup> Floor  
Salt Lake City, UT 84133

13. **Claims and Disputes.** Claims, disputes and other issues between the parties arising out of or related to this Agreement that are not resolved as provided in section 3, above, shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, Service Area shall continue to perform the Services during any such litigation and City shall continue to make payments to Service Area as provided above.

14. **Non-Funding.** The parties acknowledge that funds are not presently available for the performance of this Agreement beyond the end of each party's fiscal year, which is 30 June 2013 for City, and 31 December 2012 for Service Area. Each party's obligation for performance of this Agreement beyond that date is contingent upon renewal of this Agreement as provided above and funds being appropriated for payment due and providing the Services under this Agreement. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation on the party as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds were not budgeted and appropriated or in the event of reduction in appropriation, on the last day before the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Said termination shall not be construed as a



breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other charges of any kind whatsoever to the parties and no right or action or damages or other relief shall accrue to the benefit of the other party as to this Agreement, or any portion thereof, which may so terminate and become null and void.

15. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

16. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

17. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

18. **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning the Services.

19. **Time.** Time is the essence of this Agreement.

20. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

21. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

22. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision(s) hereof.

23. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

24. **Litigation Expenses.** If any action, suit or proceeding is brought by a party concerning this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party.

25. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

26. **Approval by Attorneys.** This Agreement shall be submitted to the authorized attorneys for Service Area and City for approval in accordance with UTAH CODE ANN. §11-13-202.5.

27. **Valley Journal.** City has contracted for a regular, monthly insert of City-related news, information and events in the Valley Journal community newspaper. Service Area uses such City insert to advertise Service Area's own programs, classes and activities. During the term of this Agreement, City shall reserve one-quarter page of its monthly insert for use by Service Area unless Service Area notifies City at least two weeks before Valley Journal's submission/publication deadline for that issue that Service Area wants more or less advertising space than the standard one-quarter page. Quarterly, City shall bill Service Area, and Service Area shall pay, City's cost of the advertising space so used by Service Area.

**IN WITNESS WHEREOF,** Service Area, by resolution of its board of trustees, a certified copy of which is attached hereto, caused this Agreement to be signed by its director, and City by resolution duly adopted by its council, a certified copy of which is attached hereto, caused this Agreement to be signed by its mayor and attested by its recorder.

**ATTEST:**

**COTTONWOOD HEIGHTS PARKS AND  
RECREATION SERVICE AREA**

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Date signed \_\_\_\_\_

**ATTEST:**

**COTTONWOOD HEIGHTS**

\_\_\_\_\_  
**Linda W. Dunlavy, City Recorder**

By: \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**  
Date signed: \_\_\_\_\_

**APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5:**

By: \_\_\_\_\_  
**Michael J. Mazuran**, Service Area's Attorney  
Date Signed: \_\_\_\_\_

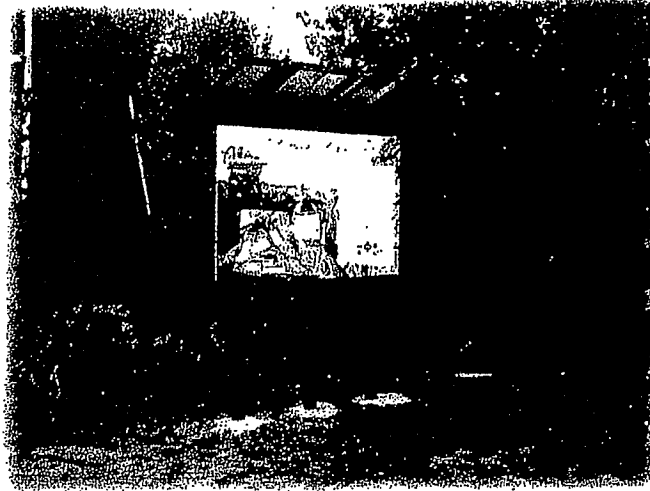
By: \_\_\_\_\_  
**Wm. Shane Topham**, City's Attorney  
Date Signed: \_\_\_\_\_

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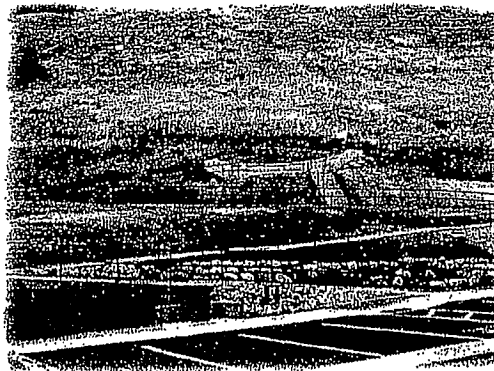
# Exhibit to Agreement for Landscaping, Maintenance, Park Management and Event Coordination Services

(Attach Exhibit)

DRAFT



# City of Cottonwood Heights Streetscapes 2012



This proposal is presented by Cory Fralick,  
Parks and Operations Manager  
Cottonwood Heights Parks and Recreation  
2012 season

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*Cottonwood Heights Parks and Recreation*

The following is a proposal by Cottonwood Heights Parks and Recreation Service Area to maintain the parks and streetscapes for the city of Cottonwood Heights. This proposal is based on a 36 week season beginning March 12<sup>th</sup> and ends the week of November 17<sup>th</sup>. The new Mountview Park will be based on a 31 week season beginning April 16<sup>th</sup> and ends the week of November 17<sup>th</sup>. This may vary based on weather conditions. All snow removal will be done by the City.

This proposal is an estimate only. Actual hours will be tracked on a daily basis and the City will be billed for those hours worked.

Below is a list of cost per acre for park maintenance for a sampling of cities around the nation and for Cottonwood Heights Parks and Recreation. All the information was gathered from city websites.

- Brentwood California      \$6,000-\$10,000 per acre
- Alexandria Virginia      \$9700 per acre
- North Las Vegas Nevada      \$18,000 per acre
- Menlo California      \$14,700 per acre
- Phoenix Arizona      \$6100-\$6400 per acre
- Cottonwood Heights Parks      \$6075 per acre

Below is a list of National Parks and Recreation Standards for park size and maintenance.

- 25 acres of parks per 1,000 residents
- Neighborhood park- 5-10 acres in size, typically ¼- ½ mile radius service area, requires 40 hours of labor per week
- Community park- typically 30-50 acres in size, serves two or more neighborhoods, ½-3 mile radius service area, requires 160 hours of labor per week

## Highland Drive East

Cottonwood Heights Parks and Recreation will complete the following tasks:

- Trash and debris removal
- Weed control
- Irrigation maintenance
- Tree pruning and care
- Fall leaf removal

A projected budget is as follows:

	Yearly total hours	Rate	Yearly Total
Weekly Maintenance	2 FT hrs 1 Pt hr weekly (72, 36 yearly)	\$21.15 & \$11.20	\$1926.00
Fall Leaf Removal	120 hours	\$21.15	\$2538.00
Material and Equipment			\$600.00
Administrative Overhead		10%	\$506.40
Site total			\$5570.40



## Highland Drive West

Cottonwood Heights Parks and Recreation will complete the following tasks:

- Trash and debris removal
- Weed control
- Irrigation maintenance
- Tree pruning and care
- Fall leaf removal

A projected budget is as follows:

	Yearly total hours	Rate	Yearly Total
Weekly Maintenance	2 FT hrs 1 Pt hr weekly (72, 36 yearly)	\$21.15 & \$11.20	\$1926.00
Fall Leaf Removal	60 hours	\$21.15	\$1269.00
Material and Equipment			\$500.00
Administrative Overhead		10%	\$369.50
Site total			\$4064.50





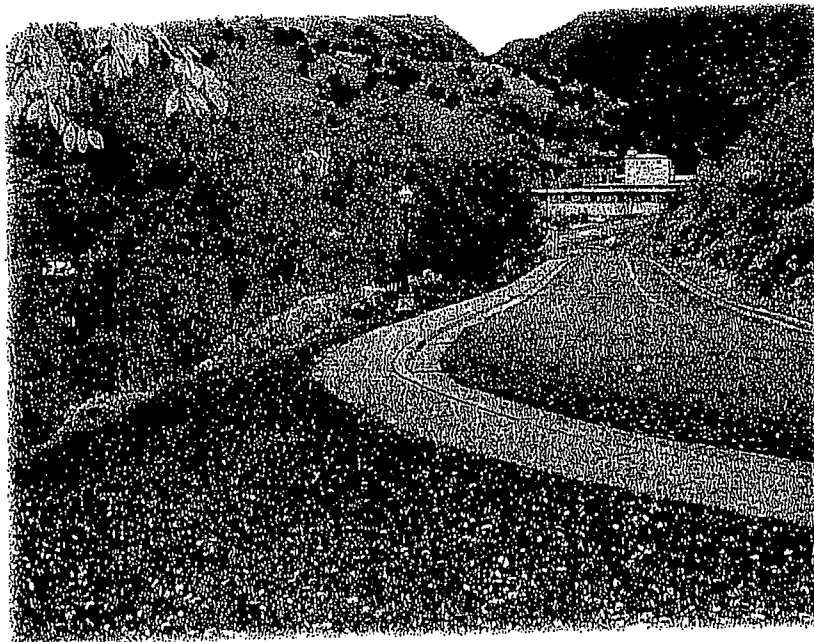
## Mine Shaft Drive

Cottonwood Heights Parks and Recreation will complete the following tasks:

- Trash and debris removal
- Weed control
- Irrigation maintenance

A projected budget is as follows:

	Yearly total hours	Rate	Yearly Total
Weekly Maintenance	(1 FT hr/week; 36 yearly)	\$21.15	\$761.40
Material and Equipment			\$100.00
Administrative Overhead		10%	\$86.14
Site total			\$947.54



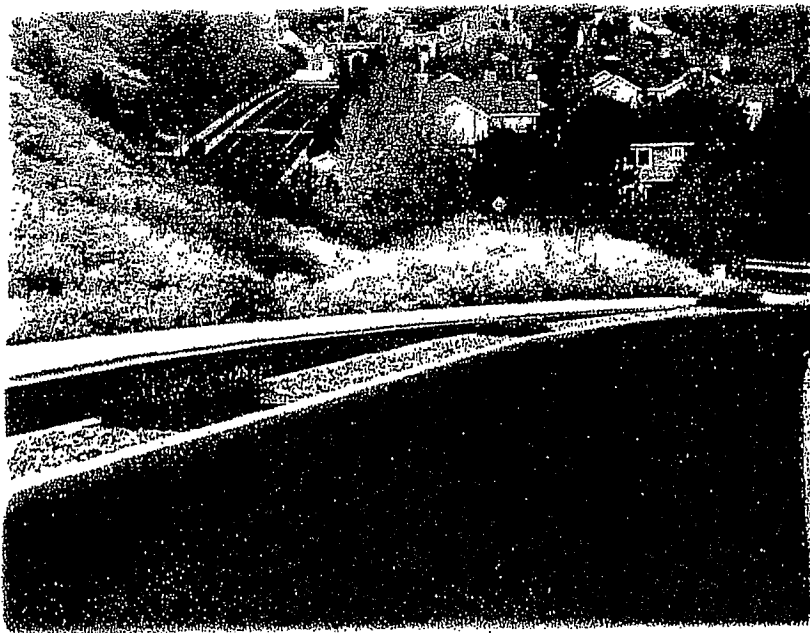
## Mill Hollow Island

Cottonwood Heights Parks and Recreation will complete the following tasks:

- Trash and debris removal
- Weed control
- Irrigation maintenance
- Flower care

A projected budget is as follows:

	Yearly total hours	Rate	Yearly Total
Weekly Maintenance	(1 FT hr/week; 36 yearly)	\$21.15	\$761.40
Material and Equipment			\$200.00
Administrative Overhead		10%	\$96.14
Site total			\$1057.54



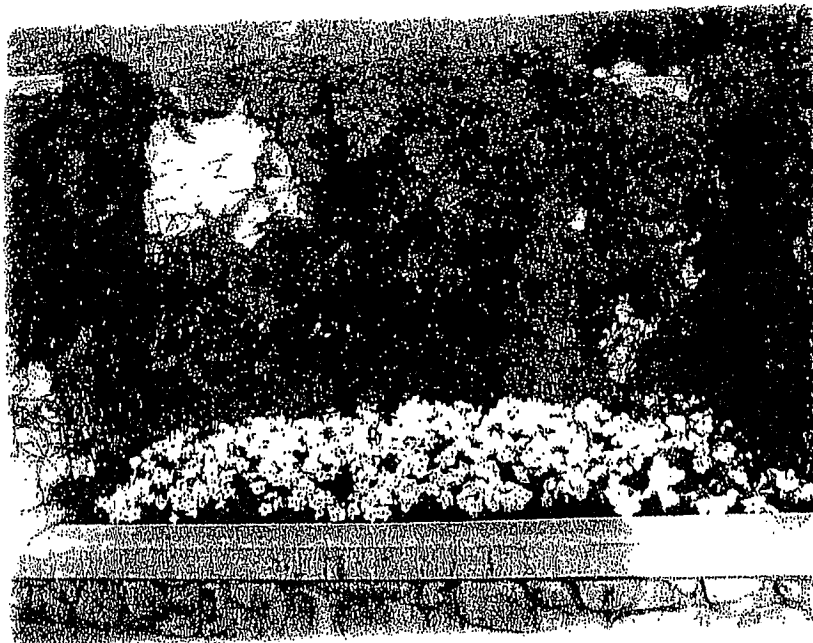
## 3000 East Planters

Cottonwood Heights Parks and Recreation will complete the following tasks:

- Trash and debris removal
- Weed control
- Irrigation maintenance
- Flower care

A projected budget is as follows:

	Yearly total hours	Rate	Yearly Total
Weekly Maintenance	(1 FT hr/week; 36 yearly)	\$21.15	\$761.40
Material and Equipment			\$600.00
Administrative Overhead		10%	\$136.14
Site total			\$1497.54



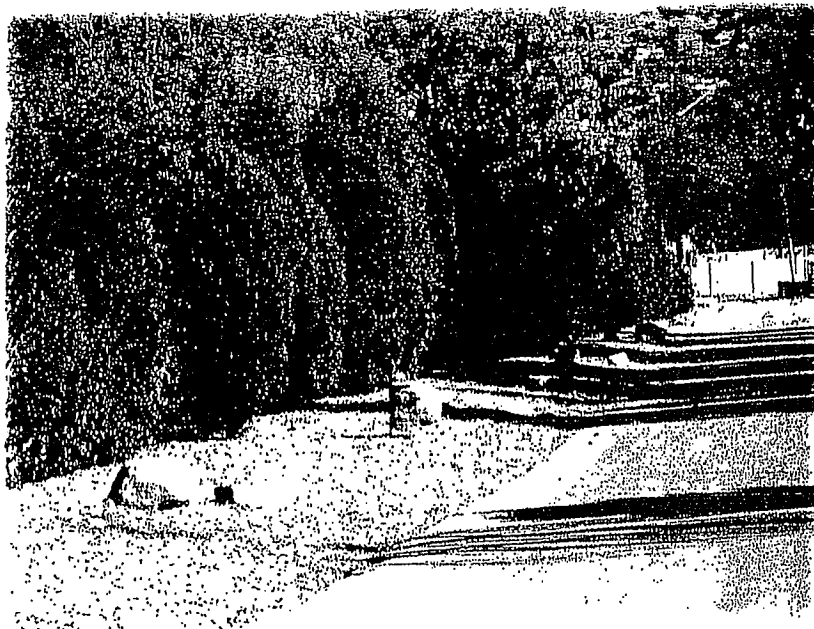
## I-215 Soundwall

Cottonwood Heights Parks and Recreation will complete the following tasks:

- Trash and debris removal
- Weed control
- Irrigation maintenance
- Flower care
- Tree care

A projected budget is as follows:

	Yearly total hours	Rate	Yearly Total
Weekly Maintenance	(1 ft hr, 1 pt hr/week; 36 yearly)	\$21.15 & \$11.20	\$1164.60
Material and Equipment			\$200.00
Administrative Overhead		10%	\$136.46
Site total			\$1501.06



## Prospector

Cottonwood Heights Parks and Recreation will complete the following tasks:

- Trash and debris removal
- Weed control
- Irrigation maintenance
- Flower care

A projected budget is as follows:

	Yearly total hours	Rate	Yearly Total
Weekly Maintenance	(1 FT hr/week; 36 yearly)	\$21.15	\$761.40
Material and Equipment			\$100.00
Administrative Overhead		10%	\$86.14
Site total			\$861.40



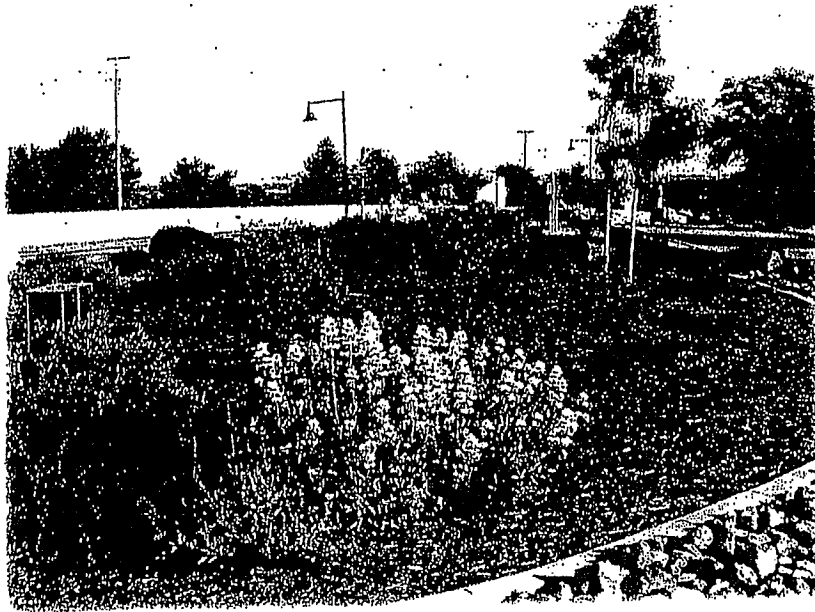
## Bengal Triangle

Cottonwood Heights Parks and Recreation will complete the following tasks:

- Trash and debris removal
- Weed control
- Irrigation maintenance
- Flower and tree care
- Holiday Lights

A projected budget is as follows:

	Yearly total hours	Rate	Yearly Total
Weekly Maintenance	(2 ft hrs/week; 72 yearly)	\$21.15	\$1522.80
Holiday Lights	30 hours	\$21.15	\$634.50
Material and Equipment			\$300.00
Administrative Overhead		10%	\$245.73
Site total			\$2703.03



## Trail System

Cottonwood Heights Parks and Recreation will complete the following tasks:

- Trash and debris removal
- Blowing debris off walk-ways
- Weed control
- Irrigation maintenance
- Flower and tree care

A projected budget is as follows:

	Yearly total hours	Rate	Yearly Total
Weekly Maintenance	(6 ft hrs, 3 pt hrs/week; 108, 216 yearly)	\$21.15 & \$11.20	\$3628.80
Material and Equipment			\$700.00
Administrative Overhead		10%	\$432.88
Site total			\$4761.68



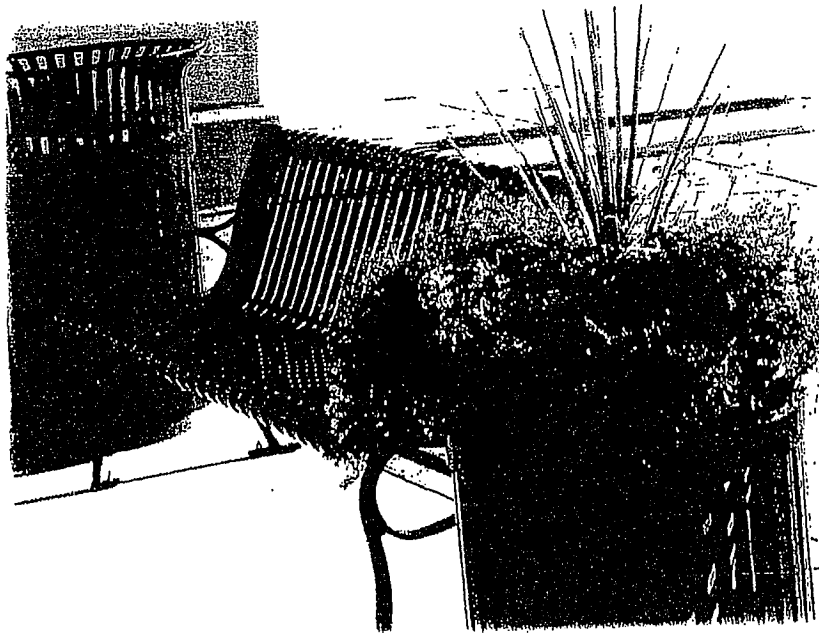
## Bus Stops

Cottonwood Heights Parks and Recreation will complete the following tasks:

- Trash and debris removal
- Garbage collection
- Flower care

A projected budget is as follows:

	Yearly total hours	Rate	Yearly Total
Weekly Maintenance	(1 ft hr, 3 pt hrs/week; 36, 108 yearly)	\$11.20	\$1971.00
Material and Equipment			\$1018.00
Administrative Overhead		10%	\$298.90
Site total			\$3287.90





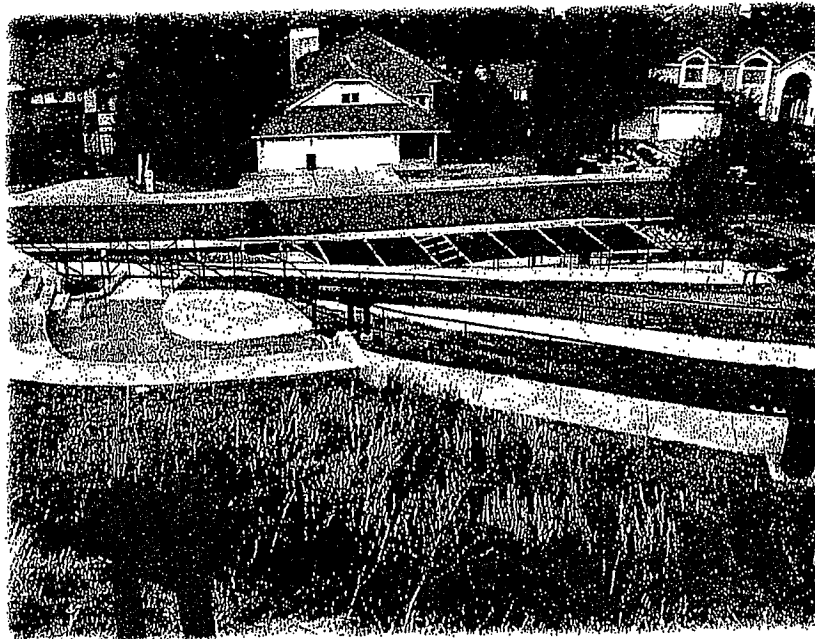
## Timberline Trailhead

Cottonwood Heights Parks and Recreation will complete the following tasks:

- Trash and debris removal
- Weed control
- Irrigation maintenance
- Flower care

A projected budget is as follows:

	Yearly total hours	Rate	Yearly Total
Weekly Maintenance	(1 ft hrs, 1 pt hrs/week; 36 yearly)	\$21.15 & \$11.20	\$1164.60
Material and Equipment			\$100
Administrative Overhead		10%	\$126.46
Site total			\$1391.06



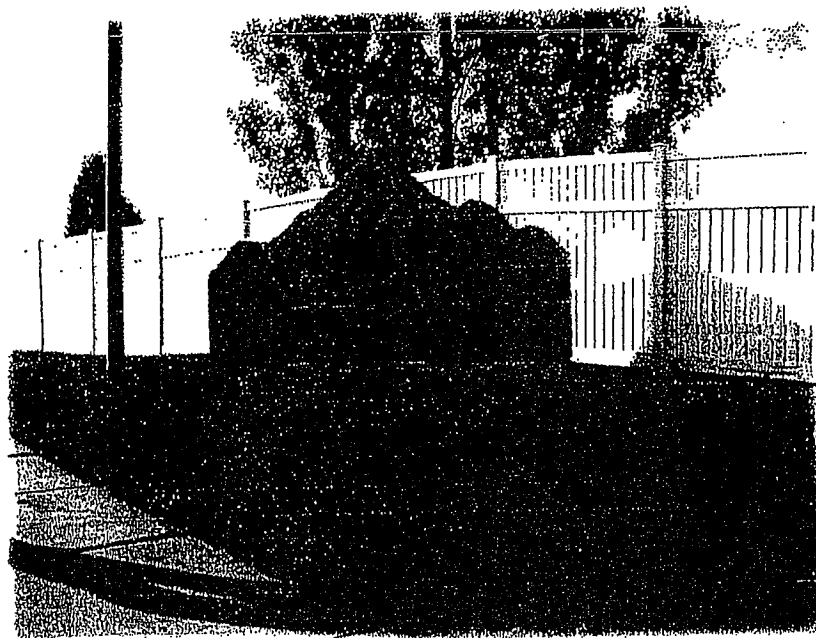
## Monument Sign

Cottonwood Heights Parks and Recreation will complete the following tasks:

- Trash and debris removal
- Weed control
- Lawn care

A projected budget is as follows:

	Yearly total hours	Rate	Yearly Total
Weekly Maintenance	(1 pt hr/week; 36 yearly)	\$11.20	\$403.20
Material and Equipment			\$100
Administrative Overhead		10%	\$503.2
Site total			\$553.52



## Lots on Bengal Blvd.

Cottonwood Heights Parks and Recreation will complete the following tasks:

- Trash and debris removal
- Weed control

A projected budget is as follows:

	Yearly total hours	Rate	Yearly Total
Weekly Maintenance	(1 pt hr/week; 36 yearly)	\$11.20	\$403.20
Material and Equipment			\$100.00
Administrative Overhead		10%	\$50.32
Site total			\$553.52



## Berry Hills Park

Cottonwood Heights Parks and Recreation will complete the following tasks:

- Weekly Maintenance (Mowing, trimming, irrigation maintenance)
- Fertilization
- Aeration
- Tree Care
- Fall Leaf Clean-up

A projected budget is as follows:

	Yearly total hours	Rate	Yearly Total
Weekly Maintenance	(4 ft hrs, 3 pt hrs/week; 144, 108 yearly)	\$21.15 & \$11.20	\$4255.20
Fertilization	4 applications per year	\$201.09	\$804.36
Aeration	2 times a year	\$50.00	\$100.00
Fall Leaf Clean-up	20 hours	\$21.15	\$423.00
Material and Equipment			\$2400.00
Administrative Overhead		10%	\$798.25
Site total			\$8780.83

## Golden Hills Park

Cottonwood Heights Parks and Recreation will complete the following tasks:

- Daily Maintenance includes cleaning of restrooms, pavilion, tennis courts, playground, parking lot and garbage collection
- Weekly Maintenance includes mowing, trimming and irrigation system maintenance
- Tree pruning and care
- Weed control
- Fertilization (4 applications)
- Aeration (2 times a year)
- Fall Leaf Clean-up

A projected budget is as follows:

	Yearly total hours	Rate	Yearly Total
Daily/Weekly Maintenance	(5 ft hrs, 30 pt hours/week, 180, 1080 yearly)	\$21.15 & \$11.20	\$15903.00
Fertilization	4 applications per year	\$565.56	\$2262.24
Aeration	2 times a year	\$75.00	\$150
Material and Equipment*			\$4840.00
Administrative Overhead		10%	\$2315.54
Site total			\$25470.94

\*Material and equipment includes:

- Jacobsen 311 Turbo 11' mower
- Ranger 500 Utility Vehicle
- Hand mowers, trimmers and edgers

## Corporate Trail

Cottonwood Heights Parks and Recreation will complete the following tasks:

- Weekly maintenance (Mowing, trimming, irrigation maintenance)
- Trash and debris removal
- Blowing off debris of trailways
- Weed control

A projected budget is as follows:

	Yearly total hours	Rate	Yearly Total
Weekly Maintenance	(3 ft hrs, 1 hr pt/week; 108, 36 yearly)	\$21.15 & \$11.20	\$2687.40
Material and Equipment			\$200.00
Administrative Overhead		10%	\$288.74
Site total			\$3176.14

## Hillside Village.

Cottonwood Heights Parks and Recreation will complete the following tasks:

- Trash and debris removal
- Weed control

A projected budget is as follows:

	Yearly total hours	Rate	Yearly Total
Initial Clean-up	20 pt hrs, 20 ft hrs	\$21.15 & \$11.20	\$647.00
Weekly Maintenance	(1pt hr/week, 36 yearly)	\$11.20	\$403.20
Material and Equipment			\$100.00
Administrative Overhead		10%	\$115.02
Site total			\$1265.22

## Hollow Dale Drive

Cottonwood Heights Parks and Recreation will complete the following tasks:

- Trash and debris removal
- Weed control

A projected budget is as follows:

	Yearly total hours	Rate	Yearly Total
Weekly Maintenance	(1 pt hr/week; 36 yearly)	\$11.20	\$403.20
Material and Equipment			\$100.00
Administrative Overhead		10%	\$50.32
Site total			\$553.52



## Mountview Park

Cottonwood Heights Parks and Recreation will complete the following tasks:

- Daily Maintenance includes cleaning of restrooms, pavilion, tennis courts, playgrounds, parking lots, walk-ways, and garbage collection throughout park
- Maintenance of splash pad
- Weekly Maintenance includes mowing, trimming, and edging
- Irrigation system maintenance
- Tree pruning and care
- Fertilization (4 applications)
- Aeration (2 times a year)
- Fall Leaf Clean-up
- Any additional unforeseen events due to a new park

	Yearly total hours	Rate	Yearly Total
Daily/Weekly Maintenance	(30 ft hours, 30 pt hours/week; 930 yearly)	\$21.15 & \$11.20	\$30,086
Fertilization	2 applications for 2012 year; 4 per year after	\$784.00	\$1568
Aeration	2 times a year	\$75.00	\$150
Material and Equipment*			\$5000
Administrative Overhead		10%	\$3,680.40
Site total			\$40,484.40

\*Material and equipment includes:

- Ranger 500 Utility Vehicle
- Hand mowers, back pack blower, trimmers, and edgers

## Summary

Below is a summary of the projected costs to maintain the city streetscapes. These figures are based on a 36 week season

Highland Drive East	\$5570.40
Highland Drive West	\$4064.50
Mine Shaft Drive	\$947.54
Mill Hollow Island	\$1057.54
3000 East Planters	\$1497.54
I-215 Soundwall	\$1501.06
Prospector	\$861.40
Bengal Triangle	\$2703.03
Trail System	\$4761.68
Bus Stops	\$3287.90
Timberline Trailhead	\$1391.06
Monument Sign	\$553.52
Lots on Bengal Blvd	\$553.52
→Berry Hills Park	\$8780.83
→Golden Hills Park	\$25470.94
Corporate Trail	\$3176.14
Hillside Village	\$1265.22
Hollow Dale Dr	\$553.52
→Mountview Park	\$40,484.40
Fuel costs	\$2520
Total	\$111,002

Supplemental Exhibit to Agreement for  
Landscaping, Maintenance, Park Management  
and Event Coordination Services

\$10,000.00

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Additional annual fee for sponsorship and hosting by Service Area  
(including, without limitation, printing City's logo on programs for  
Service Area's activities occurring within City's boundaries)